

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 10 – Contract Management and Reporting

SCHEDULE 10

Contract Management and Reporting Procedure

1. **Introduction**

1.1 This Schedule 10 sets out the:

(A) contract management procedures that will be used by the Parties to manage the relationship between:

- (1) TTL and TTL Personnel;
- (2) relevant members of the:
 - (a) TfL Group;
 - (b) Interested Parties;
 - (c) Other Service Providers;
 - (d) the Insurance Provider; and

(2) the Service Provider;

(B) Management Information and reporting requirements, with which the Service Provider shall comply during the Term.

1.2 The objective of this Schedule 10 is to ensure that a successful working relationship is maintained between the Parties during both the Implementation Phase and Operational Phase, so as to enable:

(A) the implementation of the LCHS Assets, Service Systems and Services in a timely manner and, in any event, in accordance with the:

- (1) Milestones and Milestone Dates; and
- (2) the Implementation Plan; and

(B) TTL to monitor the Service Provider's performance of the Services throughout the Term.

1.3 Failure on the part of TTL or any member of the TfL Group to attend the relevant meetings set out in this Schedule 10, shall not constitute a Compensation Event.

2. **Conduct of Contract Management Meetings**

2.1 Both Parties shall ensure that meetings are attended by Representatives of the relevant Party set out in:

(A) Table 1 (*Joint Project Board and Project Review Group*) below; and

(B) Table 2 (*Contract Management Board and Strategic Review Group*) below,

and such other persons as may be agreed between the Parties or TTL may reasonably require from time to time.

2.2 At its sole discretion, TTL or relevant members of TTL Personnel, shall have the right to invite members of:

- (1) the TfL Group;
- (2) Interested Parties;
- (3) Other Service Providers;
- (4) the Insurance Provider; and
- (5) the Sponsor,

to any of the meetings set out in this Schedule 10.

2.3 All meetings shall be held in London, or at such other venue as may be agreed between the Parties prior to the relevant meeting.

2.4 A member of TTL Personnel shall:

- (A) record minutes of each meeting;
- (B) circulate the minutes to the attendees (including the Service Provider's Representatives) for review; and
- (C) create, update and maintain an action log detailing actions and key decisions agreed at each meeting. Such actions shall only be deemed closed when the Parties have agreed them to be closed:
 - (1) at a relevant meeting; or
 - (2) expressly in writing.

3. **Implementation Phase**

3.1 Within thirty (30) calendar days of the Effective Date, the:

- (A) Service Provider shall:
 - (1) ensure that Service Provider Personnel are assigned to each of the Key Personnel roles set out in Schedule 11 (*Key Personnel*); and
 - (2) in particular, nominate a Programme Manager to ensure the Service Provider's compliance with its obligations under this Schedule 10; and
- (B) Parties shall:
 - (1) develop and agree the format for the:
 - (a) Joint Incident Log (as defined below); and
 - (b) Joint Risk Register (as defined below);

- (2) establish the:
- (a) Joint Project Board; and
 - (b) Project Review Group,
- having the role and responsibilities and comprising the Representatives set out in Table 1 (*Joint Project Board and Project Review Group*) below; and
- (3) hold the initial meetings of the Joint Project Board and Project Review Group.

Table 1 – Joint Project Board and Project Review Group

Board/Group	Role and Responsibility	Representatives		Frequency
		TTL Personnel	Service Provider	
Joint Project Board	<ul style="list-style-type: none"> • maintaining, reviewing and agreeing the Incidents to be recorded in the incident log detailing Incidents arising during the Implementation Phase (the “Joint Incident Log”); • resolving Incidents affecting the London Cycle Hire Scheme, that the Programme Manager and TTL Programme Manager have been unable to resolve; • maintaining, reviewing and agreeing the Risks to be recorded in the risk register detailing Incidents arising during the Implementation Phase (the “Joint Risk Register”); • resolving and mitigating Risks affecting the London Cycle Hire Scheme; • monitoring progress of the provision of Design Services (and Design 	<ul style="list-style-type: none"> • TTL Project Manager; • TTL Operational Lead; and • TTL On-street Lead. 	<ul style="list-style-type: none"> • Programme Manager; and • implementation and functional leads and subject matter experts as appropriate. 	Weekly

Table 1 – Joint Project Board and Project Review Group

Board/Group	Role and Responsibility	Representatives		Frequency
		TTL Personnel	Service Provider	
	<p>Deliverables) and Build Services (and Build Deliverables) against the Milestones, Milestone Dates and the Implementation Plan;</p> <ul style="list-style-type: none"> • reviewing the level of the Service Provider’s resources (including Service Provider Personnel) assigned to the provision of the Services; • reviewing preparations for Key Milestones; and • identifying the top ten Incidents and Risks to be escalated to the Project Review Group. 			
Project Review Group	<ul style="list-style-type: none"> • reviewing unresolved Risks and Incidents escalated from the Joint Project Board; • monitoring strategic, high-level Implementation Phase progress; • identifying, agreeing mitigating action for and, without prejudice to the Parties’ rights under Clause 81 (<i>Dispute Resolution Procedure</i>), resolving unresolved and strategic, high-level Risks and Incidents; • monitoring progress of the provision of Design Services (and Design 	<ul style="list-style-type: none"> • TTL Programme Manager; and • TTL Head of Project and Programmes 	<ul style="list-style-type: none"> • Contract Manager; and • Incident Resolution & Problem Manager. 	Monthly

Table 1 – Joint Project Board and Project Review Group

Board/Group	Role and Responsibility	Representatives		Frequency
		TTL Personnel	Service Provider	
	<p>Deliverables) and Build Services (and Build Deliverables) against the Milestones, Milestone Dates and Implementation Plan;</p> <ul style="list-style-type: none"> • resolving Risk and Issues affecting: <ul style="list-style-type: none"> • progress in accordance with the Implementation Plan; and • Planned Operational Commencement Date; • reviewing the level of the Service Provider's resources (including Service Provider Personnel) and ensuring that sufficient resources (including Service Provider Personnel) are assigned to the Services in order to meet the Milestones, Milestone Dates and Implementation Plan. 			

4. **Operational Phase**

4.1 Within thirty (30) calendar days of the Planned Operational Commencement Date, the:

(A) Service Provider shall:

- (1) ensure that Service Provider Personnel are assigned to each of the Key Personnel roles set out in Schedule 11 (*Key Personnel*); and
- (2) in particular, nominate a Contract Manager to:
 - (a) ensure the Service Provider's compliance with its obligations under this Schedule 10; and
 - (b) escalate operational Risks and Incidents to the Contract Management Meeting;

(B) Parties shall:

- (1) develop and agree the format for the:
 - (a) Joint BAU Incident Log (as defined below); and
 - (b) Joint BAU Risk Register (as defined below);
- (2) establish the:
 - (a) Contract Management Board; and
 - (b) Strategic Review Group,

having the role and responsibilities and comprising the Representatives set out in Table 2 (*Contract Management Board and Strategic Review Group*) below; and
- (3) hold the initial meetings of the each of Contract Management Board and Strategic Review Group.

4.2 During the Operational Phase, PMAs shall:

- (A) be responsible for the day-to-day on-site monitoring of the Service Provider's obligations under this Agreement and provision of the Services; and
- (B) provide policy guidance in respect of the London Cycle Hire Scheme and the business processes of the TfL Group.

Table 2 – Contract Management Board and Strategic Review Group

Board/Group	Role and Responsibility	Representatives		Frequency
		TTL Personnel	Service Provider	
Contract Management Board	<ul style="list-style-type: none"> reviewing Performance Indicator Reports; reviewing Incidents and Risks escalated from PMAs; reviewing and resolving escalated Incidents affecting the provision of the Operational Services; maintaining, reviewing and agreeing the entries in the business as usual Incident log detailing day-to-day operational Incidents arising during the Operational Phase (the “Joint BAU Incident Log”); reviewing and resolving escalated Risks affecting the provision of the Operational Services; maintaining, reviewing and agreeing the entries in the business as usual risk register detailing day-to-day operational risks arising during the Operational Phase (the “Joint BAU Risk Register”); and identifying the top ten operational Incidents and Risks to be escalated to the Strategic Review Meeting. 	<ul style="list-style-type: none"> TTL Contract Services Manager; and PMAs (as appropriate), 	<ul style="list-style-type: none"> Contract Manager; and operational and functional leads and subject matter experts as appropriate. 	Weekly
Strategic Review	<ul style="list-style-type: none"> reviewing and resolving Risks and Incidents 	<ul style="list-style-type: none"> TTL Director of Congestion 	<ul style="list-style-type: none"> Commercial 	Monthly

Table 2 – Contract Management Board and Strategic Review Group

Board/Group	Role and Responsibility	Representatives		Frequency
		TTL Personnel	Service Provider	
Group	<p>escalated from the Contract Management Board;</p> <ul style="list-style-type: none"> • agreeing major business Changes raised in accordance with the Change Control Request Procedure; • reviewing significant commercial, legal and media issues affecting the provision of the Operational Services and London Cycle Hire Scheme; and • identifying opportunities for improvement to and cost reduction in the delivery of the Services in accordance with Clause 20 (<i>Continuous Improvement and Cost Reduction</i>). 	<p>Charging; and</p> <ul style="list-style-type: none"> • TTL Head of Operations. 	<p>Manager; and</p> <ul style="list-style-type: none"> • Service Provider Executive Board Member with overall responsibility for this Agreement. 	

4.3 Notwithstanding any other obligations of the Service Provider to supply reports to TTL, the Service Provider shall provide copies of any:

- (A) Incident Reports; and
- (B) other reports relating to:
 - (1) Compensation Events;
 - (2) Relief Events; and
 - (3) Force Majeure Events,

which were or should have been provided by the Service Provider to TTL in relation to the relevant Week, at each Contract Management Board meeting.

5. **Joint Change Board**

5.1 Within five (5) Working Days of the Effective Date, the Parties shall establish the Joint Change Board having the role and responsibility and comprising the Representatives set out in Table 3 (*Joint Change Board*) below.

5.2 Changes shall be reviewed and agreed in accordance with the Change Control Request Procedure.

Table 3 – Joint Change Board

Board/Group	Role and Responsibility	Representatives		Frequency
		TTL Personnel	Service Provider	
Joint Change Board	<ul style="list-style-type: none"> • conducting discussions relating to any proposed Changes; • reviewing and assessing outstanding Change Control Requests and Internal Changes; and • prioritising Change Control Requests and Internal Changes, as TTL may require (TTL acting reasonably), on the basis that such Change Control Requests and Internal Changes must serve to assist and improve the overall: <ul style="list-style-type: none"> • operation of the: <ul style="list-style-type: none"> • LCHS Assets; • Service Systems; • Services; and • provision of the London Cycle Hire Scheme. 	<ul style="list-style-type: none"> • Three (3) Representatives (or such number as TTL may specify). 	<ul style="list-style-type: none"> • Change Manager; and • a minimum of two (2) other Service Provider Personnel (or such number as TTL may specify). 	Monthly or as otherwise agreed by the Parties.

6. **Performance Indicator Reporting**

- 6.1 The Service Provider shall provide Performance Indicator Reports each Month to TTL (in a format Approved by TTL in accordance with paragraph 6.2 below), on or before the Performance Indicator Report Date to TTL Personnel.
- 6.2 In terms of the format of the Performance Indicator Reports, the Service Provider shall be:
- (A) submitted in draft by the Service Provider to TTL for its Approval; and
 - (B) finalised by the Service Provider, including any amendments proposed by TTL,
- no later than three (3) Months prior to the Planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TTL from time to time.
- 6.3 As a minimum, the Performance Indicator Reports shall report on the following the Service Provider's performance in respect of:
- (A) the Performance Indicators set out in Schedule 5 (*Service Level Agreement*); and
 - (B) any additional Performance Indicators as may be required from time to time pursuant to:
 - (1) Schedule 5 (*Service Level Agreement*); and/or
 - (2) Schedule 9 (*Change Control Request Procedure*).
- 6.4 If TTL or the Service Provider identifies any errors, omissions or discrepancies in the Performance Indicator Reports, the Service Provider shall:
- (A) promptly correct such errors, omissions or discrepancies; and
 - (B) republish the Performance Indicator Reports within two (2) Working Days of such errors, omissions or discrepancies being identified, or such other period as the Parties may agree in writing.

7. **Financial Reporting**

- 7.1 The Service Provider shall provide Financial Reports to TTL no later than:
- (A) one (1) Working Day in advance of the relevant Contract Management Board meeting; and
 - (B) five (5) Working Days in advance of the relevant Strategic Review Meeting.
- 7.2 The financial reports shall include such information on financial aspects of the provision of the Services as TTL reasonably requires from time to time, including:
- (A) the details required under:
 - (1) the Statement of Requirements,
 - (2) Schedule 3 (*Milestones and Deliverables*);
 - (3) Schedule 7 (*Charging*); and
 - (4) Schedule 32 (*Revenue Collection and Payment*),

(the “**Financial Reports**”).

- (B) details of both cash received during the period to which they relate and of amounts due; and
- (C) the relevant Monthly details, a year-end report, including full details of bad debts, and such summaries, explanations, information and aggregated details for the preceding Financial Year as TTL Personnel may require.

7.3 The Service Provider shall provide its Financial Statements to TTL within ten (10) Working Days of the Service Provider’s auditor’s approval each year. Such Financial Statements shall be discussed at the next Strategic Review Meeting thereafter.

7.4 All Financial Reports and Financial Statements provided by the Service Provider shall comply with standards, working practice and principles required under the Statement of Requirements.

8. **Incident Reporting**

8.1 The Service Provider shall promptly:

- (A) identify all Incidents that come to the Service Provider’s attention, whether raised by Service Provider Personnel, its Sub-Contractors, an Interested Party, an Other Service Provider, the Insurance Provider, Third Parties (including Customers) or by TTL, as a result of or in connection with Testing and/or during the provision of the Services;
- (B) record the Incident in the Joint Incident Log (which, in the case of a Security Incident, shall be no later than four (4) hours after it came to the Service Provider’s attention);
- (C) prepare an Incident Report in relation thereto in such format as TTL may require from time to time;
- (D) classify any Incident arising (whether raised by TTL or the Service Provider) as one of the categories set out in paragraph 8.4;
- (E) notify the relevant TTL Personnel of the Incident and the Service Provider’s proposed classification of the Incident in accordance with any timing requirements set out in the:
 - (1) Statement of Requirements; and
 - (2) Incident Communication Plan; and
- (F) notify any relevant Interested Party, Other Service Provider, Insurance Provider and/or Third Party of any Incident which may affect, or of any Errors or problems arising from the Interface with such party and the action being taken by the Service Provider to mitigate and/or resolve such Incident and/or Error in accordance with the Incident Communication Plan.

8.2 New and any other outstanding Incidents shall be discussed at the:

- (A) Joint Project Board Meetings during the Implementation Phase; and
- (B) Contract Management Board Meetings during the Operational Phase.

- 8.3 At any time during the Term, TTL shall be entitled to call, and the Service Provider shall be required to attend, any additional meetings to discuss the proper classification of each new Incident and any other outstanding Incidents on such notice as TTL deems appropriate.
- 8.4 Incidents shall be classified as one of the following:

Table 4 – Classification of Incidents

	Classification of Incident	Service Provider’s obligations in respect of such classification of Incident.
(A)	Change	Service Provider shall log the Incident in the Change Log and the Change shall be dealt with in accordance with the Change Control Request Procedure.
(B)	PI Incident	Service Provider shall: <ol style="list-style-type: none"> 1 Log the Incident in the Joint Incident Log or Joint BAU Incident Log (as appropriate); and 2 Resolve the Incident at the Service Provider’s own cost.
(C)	Error	Service Provider shall:
(D)	Safety Incident	1 Log the Incident in the Joint Incident Log or Joint BAU Incident Log (as appropriate);
(E)	Security Incident	2 Identify the relevant Severity Level applicable to it; and
(F)	Service Issue	3 Resolve the Incident at the Service Provider’s own cost.

- 8.5 At the relevant meeting referred to in paragraph 8.2 above, the Parties shall in good faith seek to agree the appropriate classification of each Incident. If the Parties are unable to agree the appropriate classification of an Incident, the Incident shall be referred to the next Project Review Meeting or Strategic Review Meeting (as appropriate). Failing agreement at such Project Review Meeting or Strategic Review Meeting, the provisions of paragraph 8.7 below shall apply.
- 8.6 The Service Provider shall, and shall procure that its Sub-Contractors shall, as soon as possible record each Incident arising from time to time in the Joint Incident Log or Joint BAU Incident Log (as appropriate) together with details of:
- (A) the Incident’s classification in accordance with paragraph 8.4 above;
 - (B) whether such classification is the Service Provider’s classification, has been agreed with TTL or is the classification stipulated by TTL in accordance with paragraph 8.7 below; and
 - (C) in respect of any Incident classified as an Error, Safety Incident, Security Incident or Service Issue, any corresponding Severity Level.
- 8.7 The Service Provider shall comply with its obligations under Schedule 3 (*Milestones and Deliverables*) which shall apply *mutatis mutandis* in respect of each Error and Service Issue which arises in connection with the Testing and/or the provision of the Services.

8.8 The Service Provider shall follow the instructions of TTL Personnel in relation to the identification and resolution of Incidents (including the classification of an Incident and the classification of the Severity Level in respect of an Error, Safety Incident, Security Incident or Service Issue, as appropriate) and the recording of Incidents. If the Service Provider disagrees with the instructions of TTL Personnel as to the identification and resolution of an Incident, the Service Provider shall have the right to submit the matter to the Dispute Resolution Procedure, but shall continue to provide all of the Services and, pending determination of the matter, shall comply fully with TTL's instructions.

9. **Other Reporting Obligations**

9.1 The Service Provider shall provide:

- (A) all reports; and
- (B) all Management Information,

in accordance with the provisions and timeframes set out in the Statement of Requirements and Service Level Agreement and as otherwise set out in this Agreement.

9.2 Without limiting the Service Provider's obligations to provide any other reports and Management Information under this Agreement, the Service Provider shall provide to TTL:

- (A) all information required pursuant to the Data Protection Legislation and/or the FOI Legislation in accordance with:
 - (1) Clause 50 (*Information Compliance*); and
 - (2) Schedule 15 (*Information Compliance*);
- (B) an up to date Asset Register in accordance with Schedule 12 (*Asset Management*); and
- (C) all plans required under this Agreement, in accordance with the relevant provisions of this Agreement.